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**PATENT APPLICATION**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Application of

Marc CUZIN et al.

Group Art Unit: 1743

Application No.: 10/520,105

Filed: January 11, 2005

Docket No.: 122129

For: FLEXIBLE BIOCHIP

**TRANSMITTAL OF POWER OF ATTORNEY AND  
STATEMENT UNDER 37 CFR § 3.73(b)**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Submitted herewith is a Power of Attorney from the Assignee.

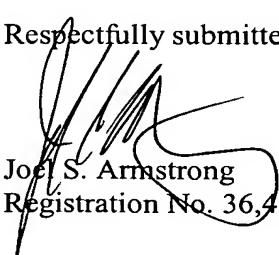
In compliance with 37 CFR §3.73(b), the undersigned hereby states that APIBIO is the assignee of the entire right, title and interest in the patent application identified above by virtue of an assignment from the inventors of the patent application identified above. A copy of the assignment is attached hereto and is concurrently being submitted for recordation.

The undersigned is authorized to act on behalf of the assignee.

In accordance with 37 CFR §1.36(a), submission of this Power of Attorney revokes any powers of attorney previously given.

**ALL CORRESPONDENCE IN CONNECTION WITH THIS APPLICATION SHOULD  
BE SENT TO OLIFF & BERRIDGE, PLC, CUSTOMER NO. 25944, TELEPHONE  
(703) 836-6400.**

Respectfully submitted,

  
Joel S. Armstrong  
Registration No. 36,430

WPB:JSA/cqc

Date: December 19, 2005



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

**GENERAL POWER OF ATTORNEY**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Owner Name: APIBIO

hereby appoints the patent practitioners associated with Oliff & Berridge, PLC Customer No. 25944 as attorneys of record to prosecute any and all patents and patent applications in which this General Power of Attorney is filed, and all continuations and divisions thereof, owned in whole or in part by the above-named owner, and to transact all business in the Patent and Trademark Office.

The undersigned is authorized to execute this document as or on behalf of the owner.

**ALL CORRESPONDENCE SHOULD BE SENT TO OLIFF & BERRIDGE, PLC,  
CUSTOMER NO. 25944, TELEPHONE (703) 836-6400.**

December 22<sup>nd</sup>, 2004  
Date

Signature

Typed Name: CLEVE R. ATKINSON

Title: Marketing Manager, V.P.  
(if acting on behalf of an Owner)

# **ASSIGNMENT**

(1-8)	Insert Name(s) of Inventor(s)	(1) <u>Marc CUZIN</u>	(5) _____
		(2) <u>Michel GUY</u>	(6) _____
		(3) <u>Philippe CLEUZIAT</u>	(7) _____
		(4) _____	(8) _____

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned, each undersigned agrees to assign, and hereby does assign, transfer and set over to

(9)	Insert Name of Assignee	(9) <u>APT BIO</u>
(10)	Insert Address of Assignee	(10) <u>Chemin de l'Orme, 69280 Marcy l'Etoile, France</u>

(hereinafter designated as the Assignee) and Assignee's heirs, successors, assigns and legal representatives, the entire right, title and interest for the United States of America as defined in 35 U.S.C. §100, in the invention, and in all applications for patent including any and all provisional, non-provisional, divisional, continuation, international, confirmation, substitute and reissue application(s), and all Letters Patent, extensions, reissues and reexamination certificates that may be granted on the invention known as

(11)	Insert Identification such as Title, Case Number, or Foreign Application Number	(11) <u>Biopuce Flexible</u>
		(Attorney Docket No. <u>122129</u> )

for which the undersigned has (have) executed an application for patent in the United States of America on even date herewith or

(12)	Insert Date of Signing of Application	(12) on _____
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(13)	Alternative Identification for filed applications	(13) U.S. application Serial Number _____ filed _____
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1) Each undersigned agrees to execute all papers necessary in connection with any application and any continuing, divisional or reissue applications for the invention, and any patent(s) issuing thereon, and also to execute separate assignments in connection with such applications and patents as the Assignee may deem necessary.

2) Each undersigned agrees to execute all papers necessary in connection with any interference which may be declared concerning any application or continuation or division thereof, or any patent or reissue application based thereon, for the invention, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.

3) Each undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

4) Each undersigned agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm by reissue or reexamination a grant of a valid United States patent to the Assignee.

5) Each undersigned authorizes and requests the Commissioner of the U.S. Patent and Trademark Office to issue any and all Letters Patents of the United States resulting from said application(s) to the said Assignee, as Assignee of the entire interest, and covenants that he has full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreements in conflict herewith, and agrees that this assignment is binding on him and his heirs, successors, assigns and legal representatives.

6) Each undersigned hereby grants the firm of OLIVE & BERKIDGE, PLC the power to insert on this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date	<u>December 22<sup>nd</sup> 2004</u>	Inventor Signature	<u>[Signature]</u>	(SEAL)
Date	<u>December 21<sup>st</sup> 2004</u>	Inventor Signature	<u>[Signature]</u>	(SEAL)
Date	<u>December 22<sup>nd</sup> 2004</u>	Inventor Signature	<u>[Signature]</u>	(SEAL)
Date	_____	Inventor Signature	_____	(SEAL)
Date	_____	Inventor Signature	_____	(SEAL)
Date	_____	Inventor Signature	_____	(SEAL)
Date	_____	Inventor Signature	_____	(SEAL)
Date	_____	Inventor Signature	_____	(SEAL)

This assignment should preferably be signed before: (a) a Notary Public if within the U.S.A. (b) a U.S. Consul if outside the U.S.A. If neither, then it should be signed before at least two witnesses who also sign here:

Date	<u>December 29<sup>th</sup> 2004</u>	Witness	<u>[Signature]</u> <u>Frederic PINSTON</u>
Date	<u>December 29<sup>th</sup> 2004</u>	Witness	<u>[Signature]</u> <u>Marcia Bouhannou</u>